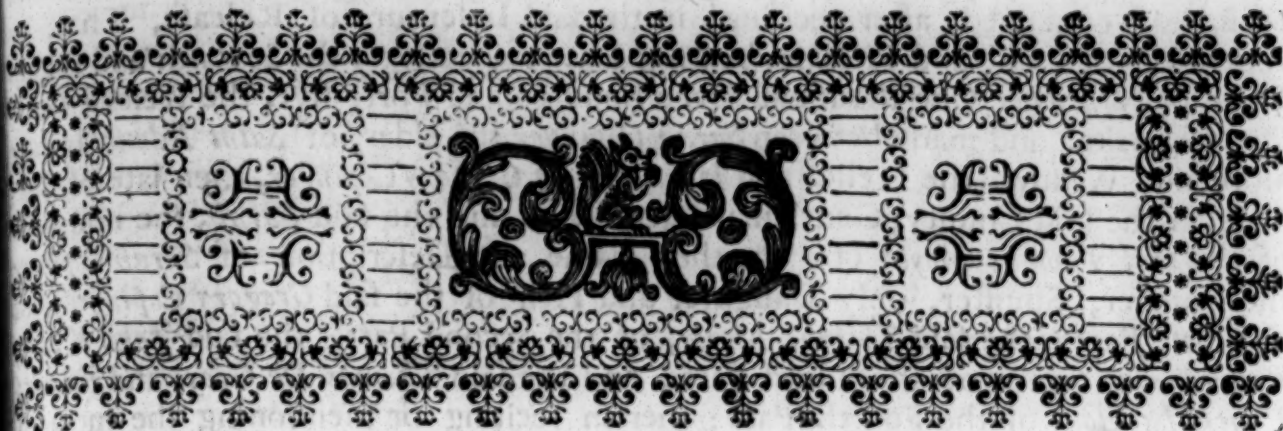
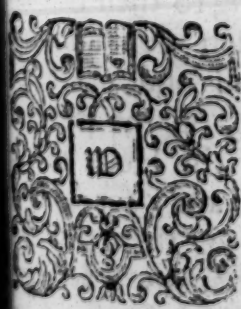


Read 3 April 1751 in Lords  
Enacted 24 Geo. II. Private Acts, c 20.



An ACT for Vesting a Messuage, and Lands,  
in Suffolk, Part of the settled Estate of  
Thomas Moyle, Esquire, in Trustees, in Trust  
to sell the same, pursuant to an Agreement  
for that Purpose; and for applying the Mo-  
ney arising by such Sale, towards the Purchase  
of another Estate, of greater Value, to be set-  
tled to the like Uses.



Whereas by Indentures of Lease and Release, bearing Date re-  
spectively the Nineteenth and Twentieth Days of May One  
thousand Seven hundred and Forty-seven, the Release being  
Quadrupartite, and made, or mentioned to be made, between  
James Mereft, of the Parish of Saint Margaret, Westminster,  
Esquire, and Jane his Wife, one of the Three Daughters and  
Coheirs of Charles Batteley, late of the same Parish, Esquire,  
deceased, of the First Part; Thomas Moyle, late of Saint Ed-  
munds-bury, and then of Great Horningsbearth in the County of Suffolk, Esquire,  
and Sarah his Wife, late Sarah Copinger, Spinster, of the Second Part; John  
Wearg, of Saint Edmunds-bury aforesaid, Esquire, and the Reverend Thomas  
Smith, of Pakenham, in the said County, Clerk, of the Third Part; and Thomas  
De Grey, of Saint Edmunds-bury aforesaid, Esquire, and Edward Isaack Jackson,  
of



of the same, Apothecary, of the Fourth Part; and by Fine levied by the said *James Mereft*, and *Jane* his Wife, pursuant to a Covenant in the said Indenture of Release contained; after reciting, in the said Indenture of Release, That, by Indentures of Lease and Release, bearing Date respectively the Seventh and Eighth Days of November One thousand Seven hundred and Forty-five, the Release being Quadripartite, and made between *Sarah Copinger* the elder, of *Saint Edmunds-bury* aforesaid, Widow (the Relict and late Wife of *Gregory Copinger*, then late of *Buxhall*, in the said County, Gentleman, deceased), and the said *Sarah*, the now Wife of the said *Thomas Moyle* (by the then Name and Description of *Sarah Copinger* the younger, Spinster, only Daughter and Heir of the said *Gregory Copinger*), of the First Part; the said *Thomas Moyle*, of the Second Part; the said *John Wearg*, and *Thomas Smith*, of the Third Part; and the said *Thomas De Grey*, and *Edward Isaack Jackson*, of the Fourth Part; therein reciting or mentioning the intended Marriage of the said *Thomas Moyle* with the said *Sarah Copinger* the younger (now *Sarah Moyle*); the Manor and Lordship of *Cockerels*, in *Buxhall* aforesaid, with the Appurtenances, were settled, assured, and conveyed, to the Use of the said *Sarah Copinger* the elder, and her Assigns, for her Life; and, after her Decease, to the Use of the said *Sarah Copinger* the younger, and her Heirs, until the said intended Marriage between her and the said *Thomas Moyle* should be had and solemnized; and, after the Solemnization thereof, and the Death of the said *Sarah Copinger* the elder, to the Use of the said *Thomas Moyle*, and his Assigns, for his Life, Remainder to the Use of the said *John Wearg*, and *Thomas Smith*, and their Heirs, during the Life of the said *Thomas Moyle*, in Trust to preserve the contingent Remainders therein after limited from being defeated or destroyed; and, after the Decease of the said *Thomas Moyle*, to the Use of the said *Sarah Copinger* the younger, and her Assigns, for her Life, in Part of her Jointure, Remainder to the Use of the said *John Wearg*, and *Thomas Smith*, and their Heirs, during her Life, in Trust to preserve the contingent Remainders; and, after the End or Determination of the Uses thereof aforesaid, to the Use of the said *Thomas De Grey*, and *Edward Isaack Jackson*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years from thence next ensuing, without Impeachment of Waste, in Trust, by the Ways and Means therein mentioned, for raising Portions for the Daughters and younger Sons of the said intended Marriage, in case of Issue Male thereof; that is to say, In case there should be more than one such Child, the Sum of Three thousand Pounds, to be equally divided amongst them; and if there should be but one such Child, then the Sum of Two thousand Pounds, and no more, to be paid at such times, and in such manner, and with such Maintenance, as is therein mentioned; and, from and after the End or Determination of the said Term of Five hundred Years, and subject thereto, to the Use of the First and every other Son of the Body of the said *Thomas Moyle*, on the Body of the said *Sarah Copinger* the younger to be begotten successively, according to their Seniority, and the Heirs of the Body and Bodies of all and every such Son and Son lawfully issuing; and, for want of such Heirs, to the Use of all and every the Daughter and Daughters of the Body of the said *Thomas Moyle*, on the Body of the said *Sarah Copinger*, now *Sarah Moyle*, to be begotten, and the Heirs of the Body and Bodies of such Daughter and Daughters for ever; and, for want of such Heirs, to the Use of the Heirs and Assigns of the Survivor of them the said *Thomas Moyle*, and *Sarah Copinger* the younger, for ever: And that it was acknowledged and declared, by the said recited Indenture of Release, That the said *Thomas Moyle* had, on the Day of the Date of the same Indenture, deposited and paid into the Hands of the said *Thomas De Grey*, and *Edward Isaack Jackson*, the Sum of One thousand Pounds, to the Intent and Purpose that the same should, with a convenient Speed after the said Marriage, be laid out by them, or the Survivor of them, his Executors or Administrators, by and with the Approbation and Consent



of the said *Thomas Moyle*, and *Sarah* his Wife, or the Survivor of them, either in one Jointure Sum, or in Parcels, as Opportunity should offer, or they should think fit, in the Purchase or Purchases of Freehold Messuages, Lands, Tenements, or Hereditaments, in the Counties of *Suffolk* or *Norfolk*, or one of them, to be conveyed, settled, and assured, to the same Uses, Trusts, Limitations, Intents, and Purposes, and subject to the same Provision and Payment, for the Portions and Maintenance of the younger Sons and Daughters of the said Marriage, as the aforesaid Manor of *Cockerels*, after the said Marriage had, and the Death of the said *Sarah Copinger* the elder, is therein before limited and settled, and no other, and to be in full for the Jointure of the said *Sarah*, and in Bar of her Dower; and also reciting, That the said Sum of One thousand Pounds, so deposited and paid by the said *Thomas Moyle* into the Hands of the said *Thomas De Grey*, and *Edward Isaack Jackson*, or any Part thereof, had not been laid out in the Purchase of Lands or Tenements, according to the Intent and Meaning of the said Indenture of Release; but that the said *Thomas De Grey*, and *Edward Isaack Jackson*, at the Request, and with the Approbation and Consent, of the said *Thomas Moyle*, and *Sarah* his Wife, had contracted and agreed with the said *James Mereft*, and *Jane* his Wife, for the Purchase of the Freehold Messuage, Lands, and Hereditaments, therein after-mentioned, at the Rate and Price of Three hundred and Forty Pounds; It is witnessed, That, in Consideration of the said Sum of Three hundred and Forty Pounds, therein mentioned to be paid to the said *James Mereft* by the said *Thomas De Grey*, and *Edward Isaack Jackson* (being Part of the said Sum of One thousand Pounds, so deposited and paid into their Hands by the said *Thomas Moyle*, as aforesaid), and for other the Considerations therein mentioned, they the said *James Mereft*, and *Jane* his Wife, did grant, bargain, sell, release, and confirm, unto the said *John Wearg*, and *Thomas Smith*, and their Heirs, all that Freehold Messuage or Tenement of them the said *James Mereft*, and *Jane* his Wife, with all and every the Houses, Out-houses, Barns, Stables, and Buildings, Yards, Gardens, and Orchards, thereto belonging, or in any-wise appertaining, situate, lying and being in *Great Horningsbearth* aforesaid, between the Lands of the Honourable Lady *Anne Hervey*, North; and the Lands of the Right Honourable *John Earl of Bristol*, South; the East Head thereof fronting and abutting upon *Church Green* in Part, and the Church-yard there in other Part; and the West Head upon the Copyhold-meadow or Pasture-ground of the said *James Mereft*, and *Jane* his Wife, in most Part, and upon the Meadow or Pasture-ground of the said Lady *Anne Hervey* in some small Part; and containing together, in the Whole, Two Acres and Twenty-three Perches, or thereabouts; and also all that small Piece of Ground then or sometime called the *Tard*, whereon a Cottage, or Blacksmith's Shop, did formerly stand, but were then wasted, containing, by Estimation, One Rood and Twenty-nine Perches; with a Piece of Meadow or Pasture-ground thereto next adjoining, containing, by Estimation, One Acre Three Roods and Twenty-five Perches, lying and being in *Great Horningsbearth* aforesaid, encompassed with the Lands of the said Lady *Anne Hervey* on the South and West Parts; and the Lands of *Thomas Garnor* in most Part, and the King's Highway in some small Part, on the North and East Parts; all which said Premises were then in the Tenure or Occupation of the said *Thomas Moyle*, his Assigns or Under-tenants; and also all Ways, Passages, Watercourses, Commons, Common of Pasture, Rights, Members, Liberties, Privileges, and Appurtenances whatsoever, to the aforesaid Premises, or any of them, incident, belonging, or in any-wise appertaining, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits, of the said Premises, or any Part thereof, to hold the same to the said *John Wearg*, and *Thomas Smith*, their Heirs and Assigns, to the several Uses, Intents, and Purposes, in the said recited Indenture Quadrupartite of Release mentioned and declared of and concerning the said Manor of *Cockerels*, after the



the Decease of the said *Sarah Copinger* the elder, and the Marriage of the said *Thomas Moyle*, and *Sarah* his now Wife, and upon, to, and for no other Use, Trust, Intent, or Purpose whatsoever :

And whereas the said *Thomas Moyle* hath, with the Consent and Approbation of the said *Sarah Moyle*, *Thomas De Grey*, and *Edward Isaack Jackson*, contracted and agreed to sell the said Freehold Messuage or Tenement, Pieces or Parcels of Ground, and Premises, at *Horningsbeath* aforesaid, comprised in, and settled, conveyed, and assured, by the said recited Indentures of Lease and Release of the Nineteenth and Twentieth Days of *May* One thousand Seven hundred and Forty-seven, and which were purchased for the Sum of Three hundred and Forty Pounds, as aforesaid, unto *Thomas Knowles*, Clerk, for the Sum of Five hundred Pounds; and hath also, with the like Consent and Approbation, contracted and agreed for the Purchase of all that Freehold Messuage or Tenement standing in or near *Great Market-street*, in *Bury* aforesaid, late in the Occupation of *Thomas Macro*, Esquire, deceased; and also all those Stables, Houses of Office, and Buildings, situate and being in *Skinners-Lane*, on the Backside of the said Messuage; and also all that old Chamber and Cellar in *Skinners-Lane* aforesaid; and also all that Garden, or Piece of Ground (formerly Two Gardens, or Pieces of Ground), lying near to *Saint Andrew's-street* in *Bury* aforesaid, with the Garden-house, Houle of Easement, and Way or Passage thereunto belonging, or therewith now or late used; all which Premises were late the Estate of the said *Thomas Macro*, deceased, and in his own Occupation; and all Ways, Rights, Easements, Profits, and Appurtenances whatsoever, to the said Premises belonging, or in any-wise now or late appertaining, and divers Out-houses and Offices thereto belonging; and also a Piece of Garden-ground, herein after particularly mentioned and described, situate, lying and being in the Town of *Saint Edmunds-bury* in the said County of *Suffolk*, for the Price or Sum of Six hundred Pounds, and which were so purchased for the Purposes of, and in order to be settled to the Uses of, the said Marriage-Settlement: And the said *Thomas Moyle* is willing and desirous, that the said Sum of Five hundred Pounds, for which the Premises at *Horningsbeath* are agreed to be sold, as aforesaid, shall be applied for and towards the Payment of Six hundred Pounds, the Consideration or Purchase-money for the Premises at *Saint Edmunds-bury*, so contracted for as aforesaid:

And whereas the said *Thomas Moyle*, and *Sarah Moyle* his Wife, *Thomas De Grey*, and *Edward Isaack Jackson*, being satisfied that the said Contracts and Agreements so entered into for such Sale and Purchase respectively, are made upon very advantageous Terms, in regard the Estate to be purchased with the Money produced by the Sale of the settled Estate, and substituted in lieu thereof, is both of greater annual Rent and intrinsick Value than the said settled Estate, so agreed to be sold, do apprehend it will be manifestly for the Benefit of the said *Thomas Moyle*, and *Sarah* his Wife, and their Issue, claiming under their Marriage-Settlement, that the said Sale and Purchase should proceed, and the said Contracts and Agreements made, and entered into, for that Purpose, be carried into Execution: But as the same cannot be effected without the Aid and Authority of an Act of Parliament;

Therefore your Majesty's most Dutiful and Loyal Subjects, the said *Thomas Moyle*, and *Sarah* his Wife, and *Thomas De Grey*, and *Edward Isaack Jackson*,

Do most humbly beseech Your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal,



temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Freehold Messuage or Tenement, and Pieces or Parcels of Ground, Hereditaments, and Premises, situate, lying and being, at *Hornsey* afore-  
 said, comprised in, and settled, conveyed, and assured by, the said Indentures of Lease and Release herein first recited, and which are herein before-mentioned to be agreed to be sold to the said *Thomas Knowles*, for the Sum of Five hundred Pounds, as afore-  
 said, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Premises, shall, from and after the be settled upon, and vested in,  
 and the same are hereby settled upon, and vested in,

of them the said their Heirs and Assigns, To the Use  
 ever, freed and discharged, and absolutely acquitted, exonerated, and indemnified, of, from, and against all the Uses, Estates, Trusts, Powers, Provisoes, and Limitations, in and by the said several Indentures of Lease and Release, or Settlement, and Fine, herein before-mentioned or recited, or any of them respectively, limited, created, expressed, provided, and declared, of and concerning the same Premises; and also from and against all Right, Interest, Claims, and Demands of the said *Thomas Moyle*, and *Sarah Moyle* his Wife, their respective Heirs and Issues; but upon Trust nevertheless, That they the said

and the Survivor of them, and the Heirs and Assigns of such Survivor, upon Payment by the said *Thomas Knowles*, his Heirs or Assigns, unto the said or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, of the said Sum of Five hundred Pounds, so agreed to be paid for the Purchase of the Premises so contracted and agreed to be sold and conveyed to him, as afore-  
 said, shall and do convey and assure the said Messuage or Tenement, and Pieces or Parcels of Ground and Premises hereby vested in the said as afore-  
 said,

with their and every of their Appurtenances, unto, and to the Use of the said *Thomas Knowles*, his Heirs and Assigns for ever, or to and for the Use of such Person and Persons, and for such Estate and Estates, as he the said *Thomas Knowles*, or his Heirs, shall in that behalf nominate, direct, or appoint; and also upon Trust, in the mean time, and until such Conveyance or Assurance shall be made, in pursuance of this Act; that they the said

and the Survivor of them, and the Heirs and Assigns of such Survivor, shall and do permit and suffer the Rents and Profits of the Premises hereby vested in them, as afore-  
 said, to be had, received, and taken, by such Person and Persons as were intitled to, and ought to receive the same, before the Passing this Act, or in case the same had not been made.

And it is hereby Enacted and Declared, That they the said and the Survivor of them, and the Heirs of such Survivor, shall and do apply and dispose of the said Sum of Five hundred Pounds, so to be paid by the said *Thomas Knowles*, for the Purchase of the Premises agreed to be sold and conveyed to him as afore-  
 said, for and towards the making up the said Sum of Six hundred Pounds, agreed to be paid for the Purchase of the said Messuage, Tenements, Grounds, and Premises, in *Saint Edmunds-bury* afore-  
 said.

And it is hereby further Enacted and Declared, That the said Messuage, Tenements, Grounds, Hereditaments, and Premises, in *Saint Edmunds-bury* afore-  
 said, so contracted for as afore-  
 said, shall, immediately after the Payment of the Purchase-money for the same, be settled, conveyed, and assured, to, for, upon, and subject to such and so many of the Uses, Estates, Trusts, Powers, Provisoes, and



and Limitations, in and by the said recited Marriage-Settlement of the Eighth Day of *November* One thousand Seven hundred and Forty-five, limited, expressed and declared, of and concerning the said Manor of *Cockerels*, to take Effect after the Death of the said *Sarah Copinger* the elder, as shall be then existing, undetermined, or capable of taking Effect.

And it is hereby further Enacted and Declared, That in the mean time and after the Conveyance and Assurance of the Premises hereby vested as aforesaid, and until the said Sum of Five hundred Pounds, to be paid for the Purchase of the same Premises, shall be applied towards the purchasing the Messuage or Tenement, and Premises, at *Saint Edmunds-bury*, pursuant to this Act, it shall and may be lawful to and for the said Survivor of them, and the Heirs of such Survivor, to place out the said Sum of Five hundred Pounds upon the publick Funds, or on Government or Real Securities, at Interest, by and with the Consent and Approbation of the said *Thomas Moyle*, and *Sarah* his Wife, or the Survivor of them; and also, from time to time, with such Consent and Approbation, as aforesaid, to call in the principal Money so to be placed out, and to place out the same again, at Interest, on new or other Securities of the like Nature; and that the Interest, Dividends, and Proceed arising, and to be produced, from such Securities, shall go and be paid to such Person and Persons as would be intitled to, and ought to receive, the Rent and Profits of the Premises at *Saint Edmunds-bury*, in case the same were purchased and settled pursuant to this Act.

And it is hereby further Enacted and Declared, That, immediately after the Payment by the said *Thomas Knowles*, his Heirs or Assigns, of the said Sum of Five hundred Pounds, the Purchase-money for the Premises at *Great Horningsbeath* aforesaid, and the Conveyance of the same to him and them, in pursuance of this Act, he the said *Thomas Knowles*, his Heirs and Assigns, shall and may have, hold, and enjoy, the said Messuage or Tenement, and Pieces or Parcels of Ground, and Premises, vested by this Act, and so to be conveyed to him and them, as aforesaid, freed and discharged of and from all the Uses, Estates, Trusts, Powers, Provisoes, and Limitations, in and by the said several Indentures or Settlements, and Fine, herein before-mentioned or recited, or any of them respectively, limited, created, provided, expressed, and declared, or directed or agreed to be limited, created, expressed, and declared, of and concerning the same; and also of, from, and against all Estates, Interest, Claim, and Demand of the said *Thomas Moyle*, and *Sarah* his Wife, and their respective Heirs and Issues; and that the Receipt and Receipts of the said or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, under their or his Hands or Hand respectively, shall, from time to time, be a good and effectual Discharge to the said *Thomas Knowles*, his Heirs and Assigns, for so much of the said Purchase-money for which such Receipt or Receipts shall be given; and, after such Receipts, he or they respectively shall be absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication, of the said Purchase-money, or any Part thereof.

And it is hereby further Enacted and Declared, That the said shall not, nor shall either of them, or the Heirs, Executors, or Administrators of either of them, be answerable or accountable for any Money to be received, by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he or they shall respectively actually receive; and that no one of them shall be answerable

or



or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them; and also that they the said Trustees, their respective Heirs, Executors, and Administrators, shall and may, by and out of the Estate and Effects vested and to be vested in them, by virtue and in pursuance of this Act, retain to and reimburse themselves all Costs, Charges, and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said *Thomas Moyle*, and *Sarah Moyle* his Wife, and the First and other Son and Sons between them begotten, or to be begotten, and the Heirs Male of the Body and respective Bodies of such Son and Sons, and all and every the Daughter and Daughters of the said *Thomas Moyle*, on the Body of the said *Sarah* his Wife begotten or to be begotten, and the Heirs of their respective Bodies, and the Heirs of the Survivor of them the said *Thomas Moyle*, and *Sarah Moyle*, and the several Trustees, either to preserve the contingent Remainders, or to execute the Trusts of the said Term of Five hundred Years, their respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons, claiming or to claim any Use, Trust, Estate, or Interest, either in Law or Equity, of, in, to, or out of the Messuage or Tenement, and Premises, hereby vested by virtue of, or under the Limitations of the said recited Indenture of Release, of the Twentieth Day of *May* One thousand Seven hundred and Forty-seven, or any Part thereof), All such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever, of, in, to, or out of the Premises hereby vested, as aforesaid, every or any Part thereof, as they, every or any of them, had before the passing this Act, or could or might have had and enjoyed, in case this Act had not been made.



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settled Estate of Thomas Moyle,  
Esquire, in Trustees, in Trust to  
sell the same, pursuant to an Agree-  
ment for that Purpose; and for  
applying the Money arising by such  
Sale, towards the Purchase of  
another Estate, of greater Value,  
to be settled to the like Uses.

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